

**AN ORDINANCE TO AUTHORIZE A MULTI-YEAR SUPERVISORY
CONTROL AND DATA ACQUISITION SERVICES ("SCADA")
AGREEMENT WITH ALLIED CONTROL SERVICES, INC.**

WHEREAS, pursuant to Section 2-308 and 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of property or the rendering of services for more than a period of one year if approved by City Council by Ordinance; and

WHEREAS, the City desires to obtain professional services to assess, recommend, and implement improvements to the Department of Public Works, Water Division, SCADA system; and

WHEREAS, during the spring of 2013 the City's Procurement Office solicited through public announcement a Request for Qualifications for SCADA related professional services for up to a five (5) year contract; and

WHEREAS, Allied Control Services, Inc. ("ACS"), was the highest ranked firm, selected by a team of individuals from Public Works and Procurement, therefore the City subsequently negotiated and executed an initial agreement for one year with ACS, and, more recently, negotiated a two month extension due to expire on December 2, 2014 to provide time for Council to review and approve a multi-year agreement with ACS; and

WHEREAS, ACS performs a very technical, "computer-related" service (commonly referred to as SCADA) that is critical to the management of the City's drinking water system, a service that cannot be performed by City personnel; and

#3977

Sponsor:

Council
Member
Shabazz

WHEREAS, ACS has been performing satisfactorily and therefore the City wishes to enter into a multi-year contract with ACS for a one year term with three subsequent one-year extension periods, at the discretion of the City, with the total duration of the contract not-to-exceed four (4) years, at an estimated annual cost of Three Hundred and Fifty Thousand Dollars(\$350,000) with the total price over four (4) years not-to-exceed One Million Four Hundred Thousand Dollars (\$1,400,000); and

WHEREAS, it is the recommendation of the Department of Public Works that the City enter into an agreement with ACS to obtain professional services to assess, recommend, and implement improvements to the Department of Public Works, Water Division, SCADA system, a copy of which, in substantial form, is attached hereto and incorporated by reference as Exhibit "A".

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON
HEREBY ORDAINS:**

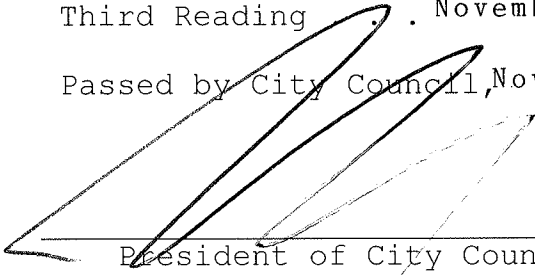
SECTION 1. The agreement between the City and ACS for professional and engineering services to assess, recommend, and implement improvements to the Department of Public Works, Water Division, SCADA system, a copy of which, in substantial form, is attached hereto as Exhibit "A", for the term of one (1) year with the option to renew for three (3) consecutive one-year terms for a total duration of not-to-exceed four (4) years beginning on or about

execution hereof, at a total price over four (4) years not-to-exceed One Million Four Hundred Thousand Dollars (\$1,400,000), with an estimated annual cost of Three Hundred and Fifty Thousand Dollars(\$350,000), is hereby approved, and the Commissioner of Public Works is hereby authorized and directed to execute as many copies of said agreement, as well as all additional undertakings related thereto, as may be necessary.

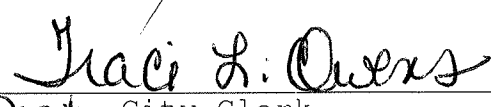
SECTION 2. This Ordinance shall be effective upon its passage by City Council and approval by the Mayor.

First Reading . . .September 18, 2014
Second Reading. . .September 18, 2014
Third Reading . . .November 6, 2014

Passed by City Council, November 6, 2014




President of City Council

ATTEST: 

Deputy City Clerk

Approved as to form this 11th
day of September, 2014



Senior Assistant City Solicitor

Kara S. Coats

Approved this 12 day of
Nov, 2014


Mayor

SYNOPSIS: This Ordinance authorizes the City to enter into an agreement with Allied Control Services, Inc. ("ACS"), to obtain professional and engineering services to assess, recommend, and implement improvements to the Department of Public Works, Water Division, Supervisory Control And Data Acquisition system ("SCADA"), for a term of up to four (4) years at a total price not-to-exceed One Million Four Hundred Thousand Dollars (\$1,400,000) with an estimated annual cost of Three Hundred and Fifty Thousand Dollars (\$350,000).

IMPACT STATEMENT

This Ordinance authorizes the City to enter into an agreement with Allied Control Services, Inc. ("ACS"), to obtain professional and engineering services to assess, recommend, and implement improvements to the Department of Public Works, Water Division, Supervisory Control And Data Acquisition system ("SCADA"), for a term of up to four (4) years at a total price not-to-exceed One Million Four Hundred Thousand Dollars (\$1,400,000) with an estimated annual cost of Three Hundred and Fifty Thousand Dollars(\$350,000).

Exhibit A
SCADA Services Agreement with Allied Control Services Inc.
In Substantial Form

SCADA SERVICES AGREEMENT

This AGREEMENT dated _____, 20__ is made by and between the City of Wilmington (CITY), acting by and through the Department of Public Works, and Allied Control Services, Inc. (INTEGRATOR), for professional SCADA/engineering services as hereinafter specified in connection with the CITY's needs.

The INTEGRATOR services to be performed under the terms of this AGREEMENT include assessing, recommending, and implementing improvements to the Public Works SCADA system. The focus of this INTEGRATOR will be directed towards *overall improvements to the Public Works Facility operations as it relates to the SCADA System and Instrumentation including:*

- a. *SCADA system upgrades*
- b. *SCADA system maintenance*
- c. *Software/hardware improvements*
- d. *Architectural/network improvements, including radio network*
- e. *Engineering design support*
- f. *Instrumentation calibration*
- g. *Security related upgrades*
- h. *Providing electric/solid state panels, drives and controllers*
- i. *MCC fabrication/installation*
- j. *Documentation*
- k. *Training*
- l. *Support integration of SCADA system data with peripheral databases*
- m. *Working professionally with City IT Staff, or other subcontractors retained by the City*
- n. *Present and execute a viable plan-of-action that meets or exceeds the DBE goals of the City*

The scope of the project, the services to be rendered, and the estimated charges for services will be determined before starting each assignment. Projects will be undertaken only upon authorization of the Department of Public Works after agreement as to scope and charges.

SECTION 1 - SCOPE OF SERVICES

1.1 Task Orders

The scope, schedule and cost of each assignment shall be presented in the form of a written "Task Order", to be executed by both parties. The description of each Task Order, which may be performed upon instruction from the CITY, may be associated with any of the following general categories of work listed above

It is the intention that the CITY may extend this AGREEMENT to any or all of the phases of INTEGRATION required for an authorized project, such as, but not limited too, SCADA upgrades, SCADA maintenance, SCADA architecture improvements, SCADA hardware upgrades, instrumentation maintenance and calibration (reference Exhibit B), engineering design support, Network/IT related improvements, security related improvements, providing electric/solid state panels, drives and controllers, MCC fabrication/installation, documentation, and training

1.2 Schedule

The schedule for each phase of each project will be estimated before starting assignments and shall be included within the Task Order.

1.3 Duration

The duration of the AGREEMENT is governed by the payment limit in Section 2.2. It is anticipated that the services under this AGREEMENT will be provided over a twelve (12) month period beginning with the effective date of this AGREEMENT, with three (3) subsequent one-year extension periods. However, in no event shall the AGREEMENT exceed four (4) years. The City reserves the right to not approve any or all subsequent one-year extension periods.

1.4 Citect Involvement

In addition to maintaining user licenses, and keeping the software current with any upgrades or improvements, the INTEGRATOR is responsible for representing the fullest capabilities of the Citect software, and their organization, to the CITY.

As Task Orders are created by the INTEGRATOR, and prior to the CITY's authorization, the CITY may require the INTEGRATOR to solicit a review of said Task Order from the appropriate individual within Citect's organization. The purpose of the requested review is to initiate dialogue between the INTEGRATOR and Citect in advance of certain SCADA improvements taking place, and to get Citect's opinion of the upcoming work

The CITY will also require the INTEGRATOR to coordinate with Citect, not more than once a quarter, through a meeting with the appropriate Citect personnel to openly discuss any and all issues related to the CITY's SCADA system.

SECTION 2 - COMPENSATION AND PAYMENT

2.1 Method of Payment for Services

2.1.1 General -The OWNER agrees to compensate the INTEGRATOR for the services provided hereunder on the fee basis mutually agreed to by the parties for each Project, by any one of the following methods;

- A. A lump sum fee as is for cases where the scope of services can be specifically defined in advance, or
- B. A rate schedule fee basis where the scope of services is not specifically definable in advance, or
- C. As specifically outlined in the Task Order.

2.1.2 Lump Sum -For services provided on a lump sum fee basis, the INTEGRATOR will furnish the identified services for a fixed total cost with the payment(s) to be made on a schedule mutually agreed to by the parties.

Under the Lump sum basis the INTEGRATOR may submit invoices 1) based on a percentage of the tasks actually completed through the billing period, or 2) based on the actual hours of services furnished during the billing period multiplied by the hourly rate(s) referenced below and identified as Exhibit A.

2.1.3 Rate Schedule -- For services provided on a rate schedule fee basis, the INTEGRATOR may submit invoices based on the actual hours of services furnished during the billing period multiplied by the hourly rate(s) referenced in Exhibit A.

The hourly rate schedule will provide a detailed listing of all personnel, including their title and their corresponding hourly rate, who will be performing work for the INTEGRATOR under this AGREEMENT.

2.1.4 Task Order -- For services provided under a specific Task Order, The INTEGRATOR may be reimbursed in the manner outlined in Sec 2.1.2 (Lump Sum) or Sec 2.1.3 (Rate Schedule). In addition, the Task Order may identify other reimbursement means rightfully owed to the INTEGRATOR such as, but not limited too, equipment/material purchases, equipment rental, special supplies, appropriate fees, etc. All such reimbursements and any allowed mark-up, will be identified in writing and shall be agreed upon by the CITY upon signing the Task Order.

2.1.5 Frequency -Invoices for Services provided will be submitted on a monthly basis as the work progresses and will be based on work performed during the invoiced period. Invoices shall be formatted as described in Section 2.1.2 and 2.1.3 above. Questions regarding invoiced items or amounts shall be transmitted to the INTEGRATOR within forty-five (45) days of the date of invoice, or else the invoice shall be considered correct and payable. Invoices are due and payable within forty-five (45) days of their date, or the date on which questions are resolved, whichever is later.

Monthly invoices shall be submitted with, and accompanied by a summary (or cover sheet) which details the current period activity presented for reimbursement, the current period DBE activity, the total billings to date, and the total DBE billings to date.

2.2 Payment Limit

- 2.2.1** Payment to the INTEGRATOR for all services rendered in accordance with this AGREEMENT (including reimbursable expenses) during the four (4) year period shall not exceed \$1,400,000. Annual payment for services rendered in accordance with this AGREEMENT is estimated at \$350,000 per year. At the CITY's discretion, this upset amount may be amended during the contract term.

2.3 General

- 2.3.1** If the AGREEMENT is terminated through no fault of the INTEGRATOR during any phase of basic services, the INTEGRATOR shall be compensated on the basis of billing charges, and shall be paid for services rendered to the date of termination.
- 2.3.2** In the event of such termination, the INTEGRATOR will be paid for all his reasonable expenses resulting from such termination.

SECTION 3 - GENERAL CONSIDERATIONS

3.1 Responsibility of Integrator

- 3.1.1** In performing professional services described in this AGREEMENT, the INTEGRATOR will use that degree of care and skill ordinarily exercised under similar circumstances by professional engineers in this locale. No other warranty, either expressed or implied, is made in connection with the rendering of these professional services.
- 3.1.2** The INTEGRATOR will employ registered professional engineers in responsible charge of the work covered by the AGREEMENT.
- 3.1.3** The INTEGRATOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the INTEGRATOR, to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the INTEGRATOR any fee, commission, percentage, or any other consideration, contingent upon or resulting from the award and making of this AGREEMENT.
- 3.1.4** The INTEGRATOR will cooperate fully with all parties associated with, or involved with any and all work related directly or indirectly with the Public Works SCADA system. Such parties may include communication utilities, contractors, engineers, or other integrators providing SCADA services for the CITY.

3.2 Responsibility of the CITY

During the performance of the engineering services, the CITY will:

- A. Provide full information as to its requirements.
- B. Provide copies of applicable records of CITY.
- C. Provide the INTEGRATOR with CADD standards, if available, to be used for each assignment at the time of authorization.

- D. Provide labor for operating the water system facilities during evaluation and measurements performed by the INTEGRATOR, and for other various procedures or work deemed necessary to supplement the services of the INTEGRATOR.
- E. Make arrangements for and accompany INTEGRATOR at meetings with other agents of the CITY, its employees or other interested parties or regulatory entities.
- F. Examine documents submitted by INTEGRATOR and render timely decisions.
- G. Acquire the permits as required.
- H. Advertise for proposals from bidders, make awards and provide copies of documents for construction purposes.
- I. Give prompt written notice to INTEGRATOR whenever CITY becomes aware of any defect in the project.

3.3 Termination

This AGREEMENT may be terminated by either party by five (5) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice.

3.4 Due Care

Services performed by the INTEGRATOR under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised under similar conditions by members of the profession currently practicing under similar conditions. No other warranty, either expressed or implied, is made in connection with the rendering of these professional services

3.5 Estimates

Since the INTEGRATOR has no control over the cost of labor and materials, or over the competitive bidding and market conditions, the estimates of probable construction costs provided for herein are to be made on the basis of its experience and qualifications. The INTEGRATOR does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the project construction costs.

3.6 Indemnification and Insurance

3.6.1 Indemnification

The INTEGRATOR agrees that it shall defend, indemnify and hold the CITY harmless from and against any and all claims, actions, and expenses, including reasonable attorney's fees, for injury to or loss of life or damage to or loss of use of property caused by negligent acts, errors or omissions of the INTEGRATOR, its employees, agents, or subcontractors in the performance of services required under this AGREEMENT.

3.6.2 Insurance

The INTEGRATOR shall have or secure Workers' Compensation Insurance for its employees as required by prevailing laws.

The INTEGRATOR shall carry professional liability insurance from a company admitted to do business in the State of Delaware, for negligent acts, errors, or omissions which arise from the professional services rendered to the CITY under this AGREEMENT. This professional liability insurance shall cover the INTEGRATOR, his officers and employees for a minimum amount of \$1,000,000.

The INTEGRATOR will carry Commercial General Liability Insurance in this amounts of \$1,000,000 and Property Damage Insurance coverage of \$1,000,000, or \$2,000,000 Combined Single Limit for both Bodily Injury and Property Damage, from a company or companies legally authorized to do business in the State of Delaware. The CITY shall be named as an additional insured on all such public liability coverage.

3.7 Successors and Assigns

The CITY and the INTEGRATOR each binds himself and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this AGREEMENT, except as above, neither the CITY nor the INTEGRATOR shall assign, sublet, or transfer his interest in this AGREEMENT without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY.

SECTION 4 - SPECIAL REQUIREMENTS

4.1 Taxes

The INTEGRATOR agrees to pay any and all taxes, charges, and assessments lawfully assessed against the INTEGRATOR as individual professionals, as a partnership, or as a corporation doing business in the City of Wilmington at the time of the execution of this AGREEMENT.

4.2 Wage Tax

The INTEGRATOR will withhold City of Wilmington wage taxes from its employees and these withheld taxes shall be paid to the City of Wilmington pursuant to the provisions of the Wilmington Wage Tax Law.

4.3 Delinquent Tax Clause

The CITY shall have the right to set off against all monies due and payable under the provisions of this contract a sum representing the total amount of delinquent taxes and other amounts or debts owed the City of Wilmington by the INTEGRATOR. Money so set off shall be credited to the amount shown by the tax records or other documents to be delinquent or owing.

4.4 Business Licenses

The INTEGRATOR shall obtain all required business licenses from the Department of Finance of the City of Wilmington necessary for the INTEGRATOR to perform under the terms of this AGREEMENT.

4.5 Discrimination

In the performance of this AGREEMENT the parties agree that they shall not harass or discriminate or permit harassment or discrimination against any person because of age, sex, marital (mp) status, race, religion, color, sexual orientation or national origin.

4.6 Findings Confidential

All the drawings, plans, designs, reports, analysis, specifications, information, examinations, proposals, illustrations, copy, and other documents (the Documents) prepared, assembled or drafted by the INTEGRATOR under this AGREEMENT are confidential, and the INTEGRATOR agrees that the Documents shall not be made to anyone, without the prior written approval of the CITY. Furthermore, the Documents shall become the property of the CITY.

4.7 Ownership of Documents

The CITY acknowledges that the INTEGRATOR'S reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, drawings, specifications, and other documents are instruments of professional service. The reports, plans, and supporting data prepared under this AGREEMENT shall become the property of the CITY upon completion of the work. For a period of three (3) years after completion of work under this AGREEMENT, the INTEGRATOR agrees to furnish, at cost, and provide reasonable access to all materials retained by the INTEGRATOR on request of the CITY. Unless otherwise provided in this AGREEMENT, the INTEGRATOR shall have rights to retain copies of all such materials beyond such period.

4.8 Reuse of Documents

The INTEGRATOR does not represent that the documents which it has prepared are intended to be suitable for reuse by the CITY or others on extensions of this project or any other project. Any reuse without written verification or adaptation by the INTEGRATOR for the specific purpose intended will be at the user's sole risk.

4.9 Subcontractors

The INTEGRATOR shall notify the CITY in advance and in writing of the subcontractors, if any, it intends to use in connection with this AGREEMENT. The CITY shall have the right to reject the use of any such subcontractor(s) for any reason whatsoever. A 10% mark-up on Subcontractor fees is permitted by the CITY.

4.10 Notices

Any notice which is required, or may be given in connection with this AGREEMENT, shall be addressed as follows:

The CITY

Sean Duffy, P.E., Water Division Director

Department of Public Works

800 French St., 6th Floor

Wilmington, DE 19801

The INTEGRATOR

Paul Mamzic

Allied Control Services, Inc.

611 Garfield Ave

PO Box 234

West Point, PA 19486

4.11 Independent Contractor

The INTEGRATOR (and its employees and agents) is an independent contractor and not an employee or agent of the CITY.

4.12 Oral Modifications

This AGREEMENT may not be changed orally, but only by an agreement in writing and signed by both parties.

4.13 Disadvantaged Business Enterprise (DBE) Participation

The INTEGRATOR shall work with the CITY to maintain a suitable DBE participation program in consideration of the CITY's goals for effective DBE utilization.

SECTION 5 - JURISDICTION

The parties agree that any and all disputes arising out of this AGREEMENT shall be resolved in accordance with the laws of the State of Delaware. The parties further agree to submit exclusively to the jurisdiction of the courts of the State of Delaware for resolution of such disputes.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT on the dates set forth below in the CITY, Wilmington, Delaware.

Signed, Sealed and Delivered in the presence of:

CITY
THE CITY OF WILMINGTON

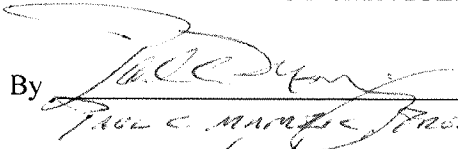
ATTEST

By _____

Date

ATTEST

INTEGRATOR
ALLIED CONTROL SERVICES, INC.

By 

Paul C. Mammola, President
7/31/14

Date

Approved as to form:

Assistant City Solicitor



ALLIED CONTROL SERVICES, INC.

611 GARFIELD AVE. • P.O. BOX 234 • WEST POINT, PA 19486
Phone: 215-699-2855
Fax: 215-699-9030

City of Wilmington, DE
Instrumentation, Calibration and SCADA Services
Rate Schedule 2014-15

TABLE 1
HOURLY RATES FOR EIGHT HOURS ON-SITE - ALL CLASSIFICATIONS

Classification	Hourly Rate
Instrument Service Technician	\$108.00
Programmer	\$118.00
Systems Engineer	\$124.00
Electrician	\$104.00

The hourly rates listed in Table 1 above apply for a full day with eight hours onsite Monday through Friday during normal working hours (first shift hours). The hourly rate includes all labor, travel and expenses.

TABLE 2
HOURLY RATES FOR LESS THAN EIGHT HOURS ON-SITE OR OFFSITE WORK
ALL CLASSIFICATIONS BY EMPLOYEE

Classification	Hourly Rate
Instrument Service Technician	\$100.00
Programmer	\$109.00
Systems Engineer	\$115.00
Electrician	\$96.00

The hourly rates listed above in Table 2 apply for services provided with less than eight full hours onsite, during normal working hours Monday through Friday (8:00 a.m. through 4:30 p.m.), or the work hours established by the customer, for a standard eight-hour workday (first shift only). On-Site Service beyond the normal eight-hour workday (first shift) Monday through Friday or on Saturdays will be invoiced at 1.5 times the standard Demand Service Rate. Sundays and Holidays will be invoiced at 2.0 times the standard Demand Service Rate.

On-site Service Expenses for the Table 2:

Transportation Expenses:

Company Automobile 58 Cents/Mile
Company Work Van 75 Cents/Mile

On-site services listed above in Table 2 are invoiced portal to portal from West Point, PA or the nearest service location. Travel and expenses such as meals and tolls, etc. are invoiced at cost.

Labor and expense rates are adjusted annually.